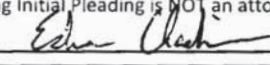


Exhibit A

COVER SHEET Civil Case Filing Form (To be completed by Attorney/Party Prior to Filing of Pleading)		Court Identification Docket # <div style="border: 1px solid black; padding: 2px; display: inline-block;">2517</div>	Case Year <div style="border: 1px solid black; padding: 2px; display: inline-block;">2019</div>	Docket Number <div style="border: 1px solid black; padding: 2px; display: inline-block;">1744</div>
		County # <div style="border: 1px solid black; padding: 2px; display: inline-block;">030</div>	Judicial District <div style="border: 1px solid black; padding: 2px; display: inline-block;">719</div>	Court ID (CH, CI, CO) <div style="border: 1px solid black; padding: 2px; display: inline-block;">719</div>
		Month Date Year		
Mississippi Supreme Court Administrative Office of Courts		Form AOC/01 (Rev 2016)		Local Docket ID <div style="border: 1px solid black; padding: 2px; display: inline-block;"> </div>
This area to be completed by clerk				
Case Number if filed prior to 1/1/94 <div style="border: 1px solid black; padding: 2px; display: inline-block;"> </div>				
In the <u>CIRCUIT</u> Court of <u>HINDS</u> County <u>FIRST</u> Judicial District				
Origin of Suit (Place an "X" in one box only)				
<input checked="" type="checkbox"/> Initial Filing <input type="checkbox"/> Reinstated <input type="checkbox"/> Foreign Judgment Enrolled <input type="checkbox"/> Transfer from Other court <input type="checkbox"/> Other <input type="checkbox"/> Remanded <input type="checkbox"/> Reopened <input type="checkbox"/> Joining Suit/Action <input type="checkbox"/> Appeal				
Plaintiff - Party(ies) Initially Bringing Suit Should Be Entered First - Enter Additional Plaintiffs on Separate Form				
Individual				
Last Name First Name Maiden Name, if applicable M.I. Jr/Sr/III/IV				
____ Check (x) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: Estate of _____				
____ Check (x) if Individual Plaintiff is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: D/B/A or Agency _____				
Business <u>290, Inc.</u>				
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated				
____ Check (x) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below: D/B/A _____				
Address of Plaintiff <u>290 Commerce Park Drive Ridgeland, MS 39157</u>				
Attorney (Name & Address) <u>Edwin Cheshire, Jr. 290 Commerce Park Dr. Ridgeland, MS 39157</u> MS Bar No. <u>101413</u>				
____ Check (x) if Individual Filing Initial Pleading is NOT an attorney				
Signature of Individual Filing: <u></u>				
Defendant - Name of Defendant - Enter Additional Defendants on Separate Form				
Individual				
Last Name First Name Maiden Name, if applicable M.I. Jr/Sr/III/IV				
____ Check (x) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: Estate of _____				
____ Check (x) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: D/B/A or Agency _____				
Business <u>Hartford Casualty Insurance Company</u>				
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated				
____ Check (x) if Business Defendant is acting in the name of an entity other than the above, and enter below: D/B/A _____				
Attorney (Name & Address) - If Known _____ MS Bar No. _____				
____ Check (x) if child support is contemplated as an issue in this suit.* *If checked, please submit completed Child Support Information Sheet with this Cover Sheet				
Nature of Suit (Place an "X" in one box only)				
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Domestic Relations</div> <input type="checkbox"/> Child Custody/Visitation <input type="checkbox"/> Child Support <input type="checkbox"/> Contempt <input type="checkbox"/> Divorce: Fault <input type="checkbox"/> Divorce: Irreconcilable Diff. <input type="checkbox"/> Domestic Abuse <input type="checkbox"/> Emancipation <input type="checkbox"/> Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Property Division <input type="checkbox"/> Separate Maintenance <input type="checkbox"/> Term. of Parental Rights-Chancery <input type="checkbox"/> UIFSA (eff 7/1/97; formerly URESA) <input type="checkbox"/> Other _____ <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Appeals</div> <input type="checkbox"/> Administrative Agency <input type="checkbox"/> County Court <input type="checkbox"/> Hardship Petition (Driver License) <input type="checkbox"/> Justice Court <input type="checkbox"/> MS Dept Employment Security <input type="checkbox"/> Municipal Court <input type="checkbox"/> Other _____	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Business/Commercial</div> <input type="checkbox"/> Accounting (Business) <input type="checkbox"/> Business Dissolution <input type="checkbox"/> Debt Collection <input type="checkbox"/> Employment <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Replevin <input type="checkbox"/> Other _____ <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Probate</div> <input type="checkbox"/> Accounting (Probate) <input type="checkbox"/> Birth Certificate Correction <input type="checkbox"/> Mental Health Commitment <input type="checkbox"/> Conservatorship <input type="checkbox"/> Guardianship <input type="checkbox"/> Heirship <input type="checkbox"/> Intestate Estate <input type="checkbox"/> Minor's Settlement <input type="checkbox"/> Muniment of Title <input type="checkbox"/> Name Change <input type="checkbox"/> Testate Estate <input type="checkbox"/> Will Contest <input type="checkbox"/> Alcohol/Drug Commitment (Involuntary)	<input type="checkbox"/> Alcohol/Drug Commitment (Voluntary) <input type="checkbox"/> Other _____ <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Children/Minors - Non-Domestic</div> <input type="checkbox"/> Adoption - Contested <input type="checkbox"/> Adoption - Uncontested <input type="checkbox"/> Consent to Abortion <input type="checkbox"/> Minor Removal of Minority <input type="checkbox"/> Other _____ <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Civil Rights</div> <input type="checkbox"/> Elections <input type="checkbox"/> Expungement <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Post Conviction Relief/Prisoner <input type="checkbox"/> Other _____ <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Contract</div> <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Installment Contract <input type="checkbox"/> Insurance <input type="checkbox"/> Specific Performance <input type="checkbox"/> Other _____ <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Statutes/Rules</div> <input type="checkbox"/> Bond Validation <input type="checkbox"/> Civil Forfeiture <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Injunction or Restraining Order <input type="checkbox"/> Other _____	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Real Property</div> <input type="checkbox"/> Adverse Possession <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain <input type="checkbox"/> Eviction <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Lien Assertion <input type="checkbox"/> Partition <input type="checkbox"/> Tax Sale: Confirm/Cancel <input type="checkbox"/> Title Boundary or Easement <input type="checkbox"/> Other _____ <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Torts</div> <input checked="" type="checkbox"/> Bad Faith <input type="checkbox"/> Fraud <input type="checkbox"/> Intentional Tort <input type="checkbox"/> Loss of Consortium <input type="checkbox"/> Malpractice - Legal <input type="checkbox"/> Malpractice - Medical <input type="checkbox"/> Mass Tort <input type="checkbox"/> Negligence - General <input type="checkbox"/> Negligence - Motor Vehicle <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Subrogation <input type="checkbox"/> Wrongful Death <input type="checkbox"/> Other _____	

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF
HINDS COUNTY, MISSISSIPPI**

290, INC.

PLAINTIFF

V.

Civil Action No.:

19-144

HARTFORD CASUALTY INSURANCE COMPANY

DEFENDANT

COMPLAINT

(JURY TRIAL REQUESTED)

COMES NOW the Plaintiff, 290, Inc. and files this civil action for damages against Defendant HARTFORD CASUALTY INSURANCE, under the following causes of action: breach of contract; tortious breach of contract; negligence and gross negligence; breach of fiduciary duties; breach of the duty of good faith and fair dealing; bad faith, for the wrongful delay and failure to promptly and adequately investigate Plaintiff's claim for insurance coverage and refusal, without justification or arguable basis, to provide coverage under a valid and enforceable property and homeowners insurance policy, number 20 SBA IO1474 (sometimes hereinafter referred to as "the subject policy" or "the policy"); and, additionally and/or alternatively, misrepresentation; intentional and/or negligent interference with contractual and/or business relations, negligence, and other theories as set forth herein, and in support thereof, would show as follows:

PARTIES

1. Plaintiff 290, Inc. is a domestic corporation licensed to do business in the State of Mississippi. At all material times, Plaintiff was owner of properties located at 290 Commerce

Park Drive, Ridgeland, MS, 292 Commerce Park Drive, Ridgeland, MS, 5450 I 55 N, Jackson, MS, and 295 Highway 51, Ridgeland, MS (referred to herein at times as the “insured properties”).

2. Defendant HARTFORD CASUALTY INSURANCE COMPANY (“HCIC”) is a foreign corporation, believed to be domiciled in the state of Connecticut, and licensed to do and doing business in the State of Mississippi. Defendant HCIC may be served with process by delivering a copy of the Summons and Complaint to the Mississippi Commissioner of Insurance, Mike Chaney, as its registered agent, the same being 1001 Woolfolk State Office Building, 501 N. West St., Jackson, Mississippi 39201. HCIC was, at all material times, issuers, underwriters, guarantors, adjusters, and insurers with respect to the insured properties, and the subject policy. HCIC is referred to herein as “Hartford”.

JURISDICTION AND VENUE

3. This Court has jurisdiction of this cause pursuant to §156 of the Mississippi Constitution and Miss. Code Ann. §9-7-81, as the amount in controversy exceeds the jurisdictional minimum set forth therein.

4. Venue is proper in this Court pursuant to Miss. Code Ann. § 11-11-3 because, among other events and actions occurring in Hinds County, Mississippi, a substantial event which caused the injury for which compensation is sought by reason of this Complaint occurred in Hinds County, Mississippi.

FACTS

5. Prior to March 9, 2016, Plaintiff purchased an insurance policy underwritten by

Defendant Hartford, insuring Plaintiff's properties located at 290 Commerce Park Drive, Ridgeland, MS, 292 Commerce Park Drive, Ridgeland, MS, 5450 I 55 N, Jackson, MS, and 295 Highway 51, Ridgeland, MS. The declarations page for Policy No. 20 SBA IO1474, is attached hereto as Exhibit "A". Among other coverages, the Hartford policy provided property damage coverage and related benefits to Plaintiff in the event the properties owned by Plaintiff experienced a covered loss.

6. At all material times, Plaintiff, relying upon the oral and written representations made to Plaintiff, paid such premiums as required by Hartford for coverage under the subject policy. At all material times, all conditions precedent to policy coverage for the subject properties under the subject policy were satisfied.

7. On or about March 9-13, 2016, the properties owned by Plaintiff experienced a covered loss, namely, damages due to windstorms and falling objects.

8. As a result of the covered losses of March 9-13, 2016, Plaintiff became entitled to receive, and Defendant Hartford became obligated to pay, benefits under the policy of insurance. The losses were reported to Hartford, and Plaintiff made a claim for policy benefits under the policy. Hartford investigated and adjusted the claim.

9. Notwithstanding the clear evidence of damages to Plaintiff's properties, Hartford failed to adjust the claim in conformity with the actual extent of damage present to Plaintiff properties.

10. Subsequent to the losses, Hartford failed to pay, and still refuses to pay, to Plaintiff proper amounts due and owing under the policy. Plaintiff's damages continue to accrue as of the filing of this Complaint.

11. Specifically, Hartford has, without a legitimate or arguable reason, denied claims and failed to pay benefits under the policy. Hartford has, without a legitimate or arguable reason, denied the extent of the loss to Plaintiff's properties, and has refused to pay policy benefits in conformity with the existence and extent of the damage related to the losses. As a result, thereof, Plaintiff has sustained damages.

12. Plaintiff has furnished to Hartford Plaintiff's claim for damages and loss of use resulting from the windstorms and falling debris, as well as Building Damage Assessment resulting from the windstorms and falling debris, and repair estimates based on the Building Damage Assessment. Notwithstanding the existence of policy coverage and the existence of a non-delegable duty to pay Plaintiff benefits as set forth in the policy, Hartford has failed to pay Plaintiff's claim in conformity with the contract of insurance.

13. As a result of the wrongful acts of Defendant, Plaintiff has suffered damages, for which Complaint is made herein.

14. To date, Hartford has not paid nor tendered to Plaintiff benefits due and owing under the policy at issue. On good faith information and belief, Plaintiff alleges that such acts are consistent with, and evidence, Defendant's negligent and malicious pattern and practice and scheme of intentionally denying and delaying the payment of valid claims. Said pattern and practice and scheme is designed to frustrate the legitimate claims of policy holders, minimize the payout of properly due benefits by Hartford, increase Hartford's profit earned on non-paid claims by retaining funds for an unreasonable amount of time, while earning interest on such funds, and to increase, in violation of law and the contracts entered into with its insureds, Hartford's profit

and financial reward at direct expense to, and financial damage to, Hartford's insureds such as Plaintiff.

15. Hartford has unreasonably delayed payment of the claim and has constructively denied coverage for Plaintiff's properties. Among other acts, Hartford has refused to acknowledge the character and extent of the damage to the properties, and such other wrongful, negligent, and malicious actions to be proven at trial of this matter.

16. All such actions have been calculated to cause Plaintiff financial harm, and to minimize, delay, and deny Plaintiff rightful recovery under the policy, all to the financial benefit of Hartford. All such actions were negligent, grossly negligent, in breach of the contract in force between Hartford and Plaintiff, undertaken in a reckless and malicious manner, and undertaken in conscious disregard for the rights, safety, and financial security of Plaintiff.

17. By reason of Defendant's wrongful acts, Plaintiff has sustained damages.

BREACH OF CONTRACT AND TORTIOUS BREACH OF CONTRACT

18. The foregoing paragraphs of this Complaint are realleged and incorporated herein by reference as if reproduced in full.

19. Defendant Hartford has breached the contract of insurance and wrongly denied payment for damages to Plaintiff's properties and costs incurred as a result of Plaintiff's loss of use of their properties. As a proximate result of the breach of contract by the Defendant Hartford, the Plaintiff has not received coverage to which it was entitled under the terms of the insurance policy. Plaintiff is therefore entitled to an award of damages to cover the repairs and/or replacement of its properties, or the actual cash value of its properties, costs incurred by virtue of the loss of use of its properties, and attorneys' fees incurred as a result of the Defendant's breach

of contract.

20. The actions of the Defendant Hartford in willfully, intentionally and/or with gross negligence refusing to honor its obligations under the policy of insurance in question, without arguable basis in fact or law including the failure to provide full benefits under the policy to Plaintiff and in delaying and denying payment to Plaintiff in contravention of Mississippi law, the terms of the policy, and representations of the Defendant, constitutes tortious breach of contract under Mississippi law.

21. The Defendant's wrongful conduct has also proximately caused Plaintiff to suffer damages including, expenses and other incidental damages for which Defendant is liable.

NEGLIGENCE AND GROSS NEGLIGENCE

22. The foregoing paragraphs of this Complaint are realleged and incorporated herein by reference as if reproduced in full.

23. Defendant Hartford owed a duty to Plaintiff to honor the contract of insurance, to promptly pay all benefits due and owing under the policy and to adjust the claim properly by utilizing proper claims handling procedures and by remaining knowledgeable of their own claims handling procedures or those of their agents or principal(s) and by remaining aware of and following Mississippi law

24. Defendant Hartford breached its duties in this regard and as a proximate result thereof, Plaintiff has suffered damages including the wrongful delay and denial of payment of the benefits to which it is entitled under the policy.

BREACH OF FIDUCIARY DUTIES AND THE DUTY OF GOOD FAITH AND FAIR DEALING

25. The foregoing paragraphs of this Complaint are realleged and incorporated herein

by reference as if reproduced in full.

26. Defendant Hartford owed Plaintiff fiduciary duties and/or duties of good faith and fair dealing because of the relationship existing between them consisting of special trust and confidence.

27. Defendant breached these duties owed to the Plaintiff by failing to perform under the contract of insurance, by disregarding Mississippi law, and by disregarding Defendant's representations and the policy provisions, all of which constitute a breach of terms vital to the existence of the policy.

28. Plaintiff is entitled to damages and/or specific performance based on Defendant's unjustified breach of their fiduciary duties.

29. Defendant has also breached the covenant of good faith and fair dealing implicit in all contracts in the State of Mississippi by attempting to avoid their obligations under the contract of insurance. Plaintiff is entitled to damages and/or specific performance based upon the unjustified breach of duty of good faith and fair dealing by the Defendant. Plaintiff is entitled to payment of the benefits which have been wrongfully denied under the terms of the insurance policy, damages for incidental expenses and loss of use which Plaintiff has suffered as a result of the breach of fiduciary duties and breach of the duty of good faith and fair dealing, attorneys' fees and punitive damages.

**BAD FAITH REFUSAL TO PROVIDE COVERAGE AND TO
PROMPTLY AND ADEQUATELY INVESTIGATE THE CLAIM**

30. The foregoing paragraphs of this Complaint are realleged and incorporated herein by reference as if reproduced in full.

31. The actions of Defendant Hartford in willfully, intentionally or with gross

negligence refusing to honor the obligations to Plaintiff imposed under the subject policy of insurance and in accordance with the laws of the State of Mississippi, constitute bad faith and entitle the Plaintiff to an action at law against Defendant Hartford for such willful and intentional actions. Hartford's willful refusal to honor the subject contract of insurance in accordance with the subject policy between Hartford and Plaintiff without any legitimate or arguable reason to deny coverage under the policy and in direct contravention of the laws of this state regarding rights of the insured and in disregard of the terms of the policy itself is sufficient to constitute an independent, intentional tort for which the Defendant Hartford is liable. Specifically, such willful and intentional refusal without arguable reason to honor the contract of insurance between Plaintiff and Defendant evinces utter indifference to the rights, safety, and financial security of the Plaintiff and constitutes the type of intentional, independent tort which entitles the Plaintiff to an award of compensatory as well as punitive damages against the Defendant Hartford.

32. Defendant Hartford has acted in bad faith, intentionally, willfully, and with callous, gross and utter indifference in regard to the rights, safety, and financial security of the Plaintiff and/or with gross negligence, has breached its duties to the Plaintiff without legitimate, justifiable or reasonably arguable basis including, but not limited to the following, each of which constitutes a separate and independent tort:

- (a) willfully or with gross negligence refusing to honor the contract of insurance between Plaintiff and Defendant Hartford when Defendant knew the subject policy of insurance had been issued and was effective as of the date of Plaintiff's loss and claim for coverage;

- (b) willfully or with gross negligence failing and refusing to honor a contract of insurance between Plaintiff and Defendant after learning there was no legitimate, justifiable or reasonably arguable basis for denying coverage for the extent of Plaintiff's loss;
- (c) by failing to properly investigate Plaintiff's claim and instead relying upon an invalid, factually incredible, and pretextual reason for failing to pay Plaintiff's claim;
- (d) by acting contrary to and in violation of Defendant's own policies and procedures as well as established industry standards and Mississippi law for adjusting insurance claims such as the claim which is the subject of this Complaint;
- (e) by failing to promptly or adequately investigate this claim including disregard of the responsibility to investigate the facts surrounding the claim and the underwriting of the subject policy, and disregard of the policy terms as to the amount of benefits due Plaintiff, and the promises and assurances of Defendant and their agents with respect to coverage provided under the policy;
- (f) for the failure to interview material factual witnesses to ascertain if they possess any relevant knowledge regarding Plaintiff's request for benefits under the policy and;
- (g) such other acts as may be specified at trial.

33. As a proximate result of the wrongful conduct of Defendant, as stated above,

Plaintiff did not receive compensation to which it was entitled under the policy of insurance, thus causing Plaintiff to be without the properties, while simultaneously being obligated to continue making payments on the properties.

34. Because of Defendant's failure to act in good faith and honor the valid contract of insurance between the parties, Plaintiff suffered actual out-of-pocket expenses and costs for loss of use of its properties in an amount to be proven at trial.

35. The Defendant has acted intentionally and in bad faith, with such willfulness, malice, gross and reckless disregard of the Plaintiff's rights, safety and financial security as is equivalent to a wrongful refusal of payment of a legitimate claim, without a legitimate or arguable reason to deny payment of the Plaintiff's claims, evincing wanton and ruthless disregard for the rights of the Plaintiff thereby entitling the Plaintiff to recover punitive damages.

PROMISSORY AND/OR EQUITABLE ESTOPPEL

36. The foregoing paragraphs of this Complaint are incorporated under this count by reference.

37. Plaintiff relied upon promises made by the Defendant Hartford in the written policy of insurance that they had coverage from the date of purchase and that all benefits as set forth in the policy would be paid in the event of loss or damage to the property, including the maximum amount of insurance sold to and purchased by Plaintiff. Hartford also represented through verbal confirmation, correspondence and otherwise that Plaintiff was covered at the time of its loss and that the policy was in effect as of March 9-13, 2016. Further, Hartford requested and accepted additional premium payments on the policy of insurance subsequent to inception of

the claim.

38. Plaintiff has been injured as a result of the Defendant Hartford's failure to honor its promises. Specifically, Plaintiff detrimentally relied upon the Hartford's promises that coverage was effective on the date of purchase and at all renewal dates, in not making alternative arrangements to obtain and/or replace the insurance coverage in question in this case. Further, Defendant sought and accepted premium payments from Plaintiff for the insured value of the properties, and Defendant is estopped from contending that Plaintiff did not have an insurable interest in the properties, and the properties did not have a value to the extent as set forth in the policy.

39. Therefore, Hartford is estopped from refusing to honor their promises under the contract of insurance. Plaintiff is entitled to a judgment requiring Hartford to honor its promises and make Plaintiff whole under the contract of insurance plus any and all other appropriate damages including attorneys' fees and court costs.

WHEREFORE, Plaintiff demands judgment of and from Defendant, for actual, extra-contractual, and punitive damages, in an amount to be awarded by a jury after the trial of this matter, including all amounts due and owing under the policy of insurance at issue, and including damages for incidental expenses, loss of use, reimbursement for repairs made, inconvenience and aggravation; attorneys' fees and costs associated with the prosecution of this action; punitive damages in an amount calculated to deter this Defendant and those similarly situated from like conduct in the future; prejudgment interest on all such amounts, in a total amount of \$2,500,000.00, or in a different amount to be established at trial of this action.

Plaintiff further pray that this Court declare the rights, status, and legal relations of and

between Plaintiff and Defendant with respect to the policy of insurance and the contracts of repairs at issue herein, specifically including, but not limited to, the amount of benefits due and payable to Plaintiff under the policy at issue.

Plaintiff also prays for any other relief, both legal and equitable, to which Plaintiff may be entitled.

This the 7 day of March, 2019.

Respectfully submitted,
290, INC.
PLAINTIFF



Edwin Cheshire Jr, (MS Bar #101413)
ATTORNEY FOR PLAINTIFF

Edwin Cheshire Jr., MSB No. 101413
Cheshire Law Offices, PLLC
290 Commerce Park Drive, Suite E
Ridgeland, Mississippi 39157
601.605.9100 - Telephone
601.605.5996 - Facsimile
cheshirelaw@gmail.com

POLICY FACE SHEET

74
14 INSURED:
IO HARTFORD CASUALTY INSURANCE COMPANY
SBA

POLICY NO. 20 SBA IO1474 SA

RECORDS RETENTION - PERMANENT

DECLARATIONS
ITEMS

1. NAMED INSURED AND
MAILING ADDRESS:

290, INC.
290 COMMERCE PARK DR STE E
RIDGELAND, MADISON
MS. 39157

2. POLICY PERIOD:

06/19/15	06/19/16	1
INCEPTION	EXPIRATION	YEAR

AGENT'S CODE: 240281
AGENT'S NAME: OSEMAN INSURANCE AGENCY INC

PREVIOUS POLICY NO. 20 SBA IO1474

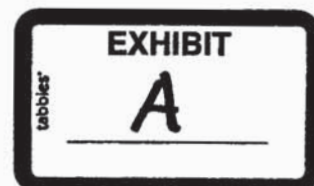
3. THE NAMED INSURED IS: CORP

POLICY STATUS: ACTIVE
LOB LEVEL OF SUPPORT: SP-S
MARKET SEGMENTATION: 750

SELECT CUSTOMER
DIRECT ACCOUNT BILL NUMBER - 12609189
DEDUCTIBLE
RATED RISK

	AUTOMATICALLY BOOKED
ABBREVIATED	POLICY ISSUED
	AUTOMATICALLY RENEWED

TRANS TYPE: RENL CNTL#: 001
POLICY FACE SHEET TERMINAL ID: P4SAV3HA PAGE 2
05/04/15 20 SBA IO1474 SA (06/19/16)



Case: 25CI1:19-cv-00144-WLK Document #: 2 Filed: 03/07/2019 Page 14 of 25

74 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any
 14 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
 IO insurance company of The Hartford Insurance Group shown below.
 SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
 ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: 3

Policy Number: 20 SBA IO1474 SA



SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: 290, INC.
 (No., Street, Town, State, Zip Code)

290 COMMERCE PARK DR STE E
 RIDGELAND MS 39157

Policy Period: From 06/19/15 To 06/19/16 1 YEAR
 12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: OSEMAN INSURANCE AGENCY INC
Code: 240281

Previous Policy Number: 20 SBA IO1474

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$8,475

Countersigned by

Susan L. Castaneda

Authorized Representative

05/04/15
 Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA IO1474

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

290 COMMERCE PARK DR
RIDGELAND MS 39157

Description of Business: LESSORS RISK

OTHER PROFESSIONAL OFFICES - BUILDING OWNER OCCUPIES LESS THAN 75%

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

REPLACEMENT COST \$ 728,000

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 130,200

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA IO1474

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

BACK-UP OF SEWERS AND DRAINS \$ 25,000
COVERAGE FORM SS 04 53

STRETCH COVERAGES

FORM: SS 04 08

THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS \$ 50,000
COVERAGE:

FORM SS 40 93

THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.

INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR:

30 DAYS

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA IO1474

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 **Building:** 001

5450 I 55 N
JACKSON MS 39236

Description of Business: LESSORS RISK
OTHER PROFESSIONAL OFFICES - BUILDING OWNER OCCUPIES LESS THAN 75%

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

REPLACEMENT COST \$ 230,700

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA IO1474

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 **Building:** 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

BACK-UP OF SEWERS AND DRAINS \$ 25,000
COVERAGE FORM SS 04 53

BUILDING STRETCH
FORM: SS 04 52
THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS \$ 50,000
COVERAGE:

FORM SS 40 93
THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.
INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR:

30 DAYS

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA IO1474

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 003 **Building:** 001

292 COMMERCE PARK DR
RIDGELAND MS 39157

Description of Business: LESSORS RISK

OTHER PROFESSIONAL OFFICES - BUILDING OWNER OCCUPIES LESS THAN 75%

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

REPLACEMENT COST \$ 614,300

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 12,500

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA IO1474

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 003 **Building:** 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

STRETCH COVERAGES

FORM: SS 04 08

THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS \$ 50,000
COVERAGE:

FORM SS 40 93

THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.

**INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR:**

30 DAYS

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA IO1474

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 004 **Building:** 001

295 HIGHWAY 51
RIDGELAND MS 39157

Description of Business: LESSORS RISK
OTHER PROFESSIONAL OFFICES - BUILDING OWNER OCCUPIES LESS THAN 75%

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

REPLACEMENT COST \$ 245,200

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA IO1474

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 004 **Building:** 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

BUILDING STRETCH

FORM: SS 04 52

THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

**LIMITED FUNGI, BACTERIA OR VIRUS
COVERAGE:** \$ 50,000

FORM SS 40 93

THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.

**INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR:** 30 DAYS

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA IO1474

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO ALL LOCATIONS**ACCOUNTS RECEIVABLE \$ 15,000
FORM SS 04 39BUSINESS INCOME AND EXTRA EXPENSE
COVERAGE 12 MONTHS ACTUAL LOSS SUSTAINED
COVERAGE INCLUDES THE FOLLOWING
COVERAGE EXTENSIONS:ACTION OF CIVIL AUTHORITY: 30 DAYS
EXTENDED BUSINESS INCOME: 30 CONSECUTIVE DAYSVALUABLE PAPERS AND RECORDS \$ 15,000
FORM SS 04 47EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSIONTHIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONSHAZARDOUS SUBSTANCES \$ 50,000
EXPEDITING EXPENSES \$ 50,000MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICYIDENTITY RECOVERY COVERAGE \$ 15,000
FORM SS 41 12

SPECTRUM POLICY DECLARATIONS (Continued)**POLICY NUMBER:** 20 SBA IO1474

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
EMPLOYMENT PRACTICES LIABILITY	
COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 5,000
DEDUCTIBLE - EACH CLAIM LIMIT	
NOT APPLICABLE	
AGGREGATE LIMIT	\$ 5,000
RETROACTIVE DATE: 06192009	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

SPECTRUM POLICY DECLARATIONS (Continued)**POLICY NUMBER:** 20 SBA IO1474

MORTGAGE HOLDER
SEE FORM IH 12 00

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 12 06	SS 00 07 07 05	SS 00 08 04 05
SS 84 01 09 07	SS 84 31 09 07	SS 01 05 04 07	SS 04 08 09 07
SS 04 15 07 05	SS 04 19 07 05	SS 04 22 07 05	SS 04 30 07 05
SS 04 39 07 05	SS 04 41 04 09	SS 04 42 09 07	SS 04 44 07 05
SS 04 45 07 05	SS 04 46 09 14	SS 04 47 04 09	SS 04 52 09 07
SS 04 53 02 11	SS 04 80 03 00	SS 04 86 03 00	SS 40 18 07 05
SS 40 93 07 05	SS 41 12 12 07	SS 41 51 10 09	SS 41 62 06 11
SS 41 63 06 11	SS 05 47 09 01	SS 50 19 01 15	SS 50 57 04 05
SS 09 01 12 14	SS 09 67 09 14	SS 09 70 12 14	SS 09 71 12 14
IH 99 40 04 09	IH 99 41 04 09	SS 38 25 12 07	SS 83 76 01 15
IH 12 00 11 85 MORTGAGEE			

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT
OF HINDS COUNTY, MISSISSIPPI

290, INC.

PLAINTIFF

vs.

CAUSE NO. 19-144

HARTFORD CAUSUALTY INSURANCE COMPANY
and JOHN DOES 1 through 10

DEFENDANTS

SUMMONS

TO: Hartford Casualty Insurance Company c/o Mike Chaney, Commissioner of Insurance
1001 Woolfolk State Office Building
501 N. West St.
Jackson, MS 39201

NOTICE TO DEFENDANT

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS
IS IMPORTANT
YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS

YOU ARE REQUIRED to mail or hand deliver a copy of a written response to the Amended Complaint to Ewin Cheshire, Jr., attorney for the Plaintiff, whose address is 290 Commerce Park Drive, Suite E, Ridgeland, MS 39157. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this Summons and Complaint, or a judgment by default will be entered against you for the money or other things demanded in the Complaint.

YOU MUST ALSO FILE the original of your response with the Clerk of this Court within a reasonable time afterward.

ISSUED UNDER MY HAND AND OFFICIAL SEAL of said Court, this the 7 day of March 2019.

Zack Wallace
Hinds County Circuit Clerk
PO Box 327
Jackson, MS 39205



By:

Shaley, D.C.

(SEAL)



MISSISSIPPI INSURANCE DEPARTMENT

MIKE CHANEY
Commissioner of Insurance
State Fire Marshal

501 N. WEST STREET, SUITE 1001
WOOLFOLK BUILDING
JACKSON, MISSISSIPPI 39201
www.mid.ms.gov

J. MARK HAIRE
Deputy Commissioner of Insurance

MAILING ADDRESS
Post Office Box 79
Jackson, Mississippi 39205-0079
TELEPHONE: (601) 359-3569
FAX: (601) 359-2474
WATS: 1-800-562-2957 (Incoming-USA)

July 1, 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
91 7199 9991 7033 1682 4130

Hartford Casualty Insurance Company
Attn: Charles A. Brewer, Esq.
C/O Corporation Service Company
506 South President Street
Jackson, MS 39201

In Re: Civil Action No: 19-144
290, Inc. vs. Hartford Casualty Insurance Company and John Does 1 through 10, in the County
Court of Hinds County, Mississippi, First Judicial District

Dear Sir/Madam:

Please find enclosed copy of summons, complaint, and accompanying pleadings, if any,
in the above-styled cause, which have been served on the Commissioner of Insurance at 12:10
p.m. on July 1, 2019.

Sincerely

MIKE CHANEY
COMMISSIONER OF INSURANCE,

BY *Ammi Gates*
Ammi Gates
Secretary to Commissioner and
Legal Process Clerk

MC/ang
Enclosures
Pc: Honorable Zack Wallace

PROOF OF SERVICE - SUMMONS
(Process Server)

Name of Person or Entity Served:

Hartford Casualty Insurance Company
c/o Mike Chaney, Commissioner of Insurance

I, the undersigned process server, served the **SUMMONS AND AMENDED COMPLAINT** upon the person or entity named above in the manner set forth below [process server must check proper space and provide all additional information that is requested to the mode of service used]:

☐ **FIRST CLASS MAIL AND ACKNOWLEDGMENT SERVICE.** By mailing (by first class mail, postage prepaid) copies to the person served, together with copies of the form of notice and acknowledgment and return envelope, postage prepaid, addressed to the sender [attached completed acknowledgment of receipt pursuant to *M.R.C.P.* Form 1B].

☒ **PERSONAL SERVICE.** I personally delivered copies to Amni N. Gates on the 1st day of July 2019, where I found said person in Hinds County of the State of Mississippi.

☐ **RESIDENCE SERVICE.** After exercising reasonable diligence I was unable to deliver copies to said person within _____ County, Mississippi. I **SERVED THE SUMMONS AND AMENDED COMPLAINT** on the _____ day of _____ 2019, at the usual place of abode of said person by leaving a true copy of the Summons and Complaint with _____ who is the _____ [here insert wife, husband, son, daughter, or other person as the case may be], a member of the family of the person served above the age of sixteen (16) years and willing to receive the Summons and Complaint, and thereafter on the _____ day of _____ 2019, I mailed [by first class mail, postage prepaid] copies to the person served at his or her usual place of abode where the copies were left.

☐ **CERTIFIED MAIL SERVICE.** By mailing to an address outside Mississippi (by first class mail, postage prepaid, requiring a return receipt) copies to the person [attach signed return receipt or other evidence of actual delivery to the person served].

At the time of service, I was at least eighteen (18) years of age and not a party to this action.

Fee for Service: \$ _____

PROCESS SERVER MUST LIST BELOW: [Please print or type]

Name: Edwin Cheshire
Address: 290 Commerce Park Dr, STE E
Telephone Number: 601-605-9100

Signature of Process Server: Edwin Cheshire



MISSISSIPPI INSURANCE DEPARTMENT

MIKE CHANEY
Commissioner of Insurance
State Fire Marshal

501 N. WEST STREET, SUITE 1001
WOOLFOLK BUILDING
JACKSON, MISSISSIPPI 39201
www.mid.ms.gov

J. MARK HAIRE
Deputy Commissioner of Insurance

MAILING ADDRESS
Post Office Box 79
Jackson, Mississippi 39205-0079
TELEPHONE: (601) 359-3569
FAX: (601) 359-2474
WATS: 1-800-562-2957 (Incoming-USA)

July 22, 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
91 7199 9991 7033 1682 4253

Hartford Casualty Insurance Company
C/O CT Corporation System of Mississippi
645 Lakeland East Drive, Suite 101
Flowood, MS 39232

In Re: Civil Action No: 19-144
290, Inc. vs. Hartford Casualty Insurance Company and John Does 1 through 10, in the County
Court of Hinds County, Mississippi, First Judicial District

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Please find enclosed copy of summons, complaint, and accompanying pleadings, if any,
in the above-styled cause, which have been served on the Commissioner of Insurance at 12:10
p.m. on July 1, 2019.

Sincerely

MIKE CHANEY
COMMISSIONER OF INSURANCE,

BY Ammi Gates

Ammi Gates
Secretary to Commissioner and
Legal Process Clerk

MC/ang
Enclosures
Pc: Honorable Zack Wallace